

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

EDIE GOLIKOV, individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

WALMART INC.,

Defendant.

Case No. 2:24-CV-08211-RGK-MAR

Assigned to Honorable R. Gary  
Klausner

**[PROPOSED] ORDER GRANTING  
DEFENDANT'S MOTION FOR  
SANCTIONS PURSUANT TO  
28 U.S.C. § 1927 AND THE  
COURT'S INHERENT  
AUTHORITY**

Date: November 3, 2025

Time: 9:00 a.m.

Ctrm.: 850

Action Filed: September 24, 2024

1           **[PROPOSED] ORDER GRANTING MOTION FOR SANCTIONS**

2           Before the Court is Defendant Walmart Inc.’s (Walmart’s) Motion for  
3 Sanctions Pursuant to 28 U.S.C. § 1927 and the Court’s inherent authority (the  
4 Motion). For the following reasons, the Court hereby **GRANTS** the Motion.  
5 Plaintiff Edie Golikov and her counsel of record, Christin Cho and Rick Lyon of  
6 Dovel & Luner LLP, will be sanctioned, jointly and severally, under 28 U.S.C.  
7 § 1927; and Plaintiff, her counsel of record, Ms. Cho and Mr. Lyon, and counsel’s  
8 firm Dovel & Luner LLP will be sanctioned, jointly and severally, under the Court’s  
9 inherent power.

10          Plaintiff and her counsel extended this straightforward action through their  
11 inaccurate pleadings, which needlessly caused both the Court and Walmart to  
12 expend substantial resources. Plaintiff is represented by two attorneys. One signed  
13 the original complaint, filed in September 2024; the other signed the operative First  
14 Amended Complaint, filed in December 2024. ECF No. 1 at 18; ECF No. 31 at 20.  
15 Both pleadings falsely stated that Plaintiff purchased Walmart’s avocado oil “from a  
16 Walmart store while living in Tarzana, California.” ECF No. 1 ¶¶ 6, 26; ECF  
17 No. 31 ¶¶ 6, 26. It was not until mid-April that Plaintiff revealed for the first time  
18 that she used a Walmart.com “online account on November 14, 2021 to purchase  
19 [the oil]” from the Walmart website, and not from a Walmart store, as she had  
20 alleged. ECF No. 81 at 1; Declaration of Jacob Harper, filed with the Motion  
21 (“Harper Decl.”), ¶ 3 & Ex. B at 16. In other words, the single purchase she alleged  
22 in her complaints, and upon which she premised all her claims, and as a putative  
23 class action, were not purchased “from a Walmart store” as represented, but on the  
24 Walmart.com website. Counsel additionally later produced an invoice printed five  
25 days before the opening Complaint was filed, showing the sole pleaded purchase of  
26 avocado oil was made online on Walmart.com and not in a Walmart store. *See*  
27 Harper Decl. ¶ 5 & Ex. D. This distinction is critical and material, because in  
28 making her online purchase, Ms. Golikov agreed to an arbitration agreement

1 requiring that she adjudicate her claims in arbitration, and a class action waiver,  
2 barring her from pursuing claims on behalf of a class.

3       The pleaded misrepresentations made this action take on a completely  
4 different, and completely unwarranted, character. By hiding Ms. Golikov's online  
5 purchase—despite having printed days before filing the opening Complaint a receipt  
6 showing the pleaded purchase was online and thus subject to arbitration—her  
7 counsel set in motion and maintained expensive and costly litigation that could and  
8 should have been avoided by arbitration. As the Court previously found, “Plaintiff  
9 was always bound by an arbitration agreement and class action waiver, and simply  
10 *hid that fact from the Court until after the class had been certified.*” *See* ECF No. 92  
11 at 3 (decertifying class) (emphasis added).

12       Under 28 U.S.C. § 1927, “[a]ny attorney … who so multiplies the  
13 proceedings in any case unreasonably and vexatiously may be required by the court  
14 to satisfy personally the excess costs, expenses, and attorneys’ fees reasonably  
15 incurred because of such conduct.” Courts may impose § 1927 sanctions where  
16 counsel unreasonably and vexatiously multiplied the proceedings, and such conduct  
17 was undertaken in bad faith. *Lake v. Gates*, 130 F.4th 1064, 1070–71 (9th Cir.  
18 2025). Similarly, courts may impose sanctions under their inherent authority upon a  
19 finding of “bad faith or conduct tantamount to bad faith.” *Lahiri v. Universal Music*  
20 & Video Distribution Corp., 606 F.3d 1216, 1218–19 (9th Cir. 2010).

21       Plaintiff and her counsel’s conduct qualifies for sanctions under both § 1927  
22 and the Court’s inherent authority. First, they acted in bad faith by (a) knowingly or  
23 recklessly making frivolous arguments in disregard of dispositive facts and/or  
24 (b) doing so for the improper purpose of prolonging proceedings and gaining a  
25 tactical advantage, the benefit of avoiding arbitration and evading a class action  
26 waiver. Second, they unreasonably and vexatiously multiplied proceedings under  
27 § 1927 by forcing Walmart to needlessly litigate for months, which also required  
28 this Court to needlessly issue (and then unwind) multiple orders. And given this

1 finding of bad faith, as detailed below, sanctions under the inherent power are also  
2 appropriate.

3 To start, “[w]hen an attorney knowingly or recklessly misrepresents facts to a  
4 court, sanctions are appropriate under § 1927.” *Chateau des Charmes Wines Ltd. v.*  
5 *Sabate USA, Inc.*, 2005 WL 1528703, at \*2 (N.D. Cal. June 29, 2005). The Ninth  
6 Circuit has consistently affirmed sanctions where attorneys pursued claims despite  
7 facts or agreements that foreclosed relief. *See Trulis v. Barton*, 107 F.3d 685, 692  
8 (9th Cir. 1995) (sanctions warranted for maintenance of suit after confirmation of a  
9 bankruptcy plan that extinguished claims); *Lahiri v. Universal Music & Video*  
10 *Distribution Corp.*, 606 F.3d 1216, 1222 (9th Cir. 2010) (affirming sanctions where  
11 attorney mischaracterized agreements and pursued a meritless copyright claim  
12 despite having no valid copyright interest in the work at issue); *Van Scoy v. Shell Oil*  
13 *Co.*, 11 F. App’x 847, 852 (9th Cir. 2001) (sanctions warranted where counsel filed  
14 motions despite claims being barred by res judicata and collateral estoppel).

15 Plaintiff and her counsel recklessly and repeatedly misrepresented the key,  
16 material fact that her single alleged purchase was from a Walmart store, thus  
17 concealing that her claims were subject to arbitration and a class waiver. They did  
18 so despite printing an order confirmation on September 19, 2024 (five days before  
19 filing the initial complaint) showing the sole pleaded purchase was made on  
20 November 14, 2021 on Walmart.com, not in a store. *See* Harper Decl. ¶ 5 & Ex. D.  
21 The only reasonable inference is that Plaintiff and counsel knowingly—or *at least*  
22 recklessly—disregarded this fact in pleading (and then repleading and repeatedly  
23 representing for months) the false statement that Plaintiff purchased anything “from  
24 a Walmart store.” *Contra* ECF No. 1 ¶¶ 6, 26; ECF No. 31 ¶¶ 6, 26.

25 Moreover, and relatedly, Plaintiff and her counsel acted for improper  
26 purposes. They misrepresented the facts for the improper purpose of prolonging  
27 proceedings and gaining a tactical advantage. As a result of these  
28 misrepresentations, Plaintiff was able to (a) proceed in litigation before this Court

despite a binding arbitration agreement; (b) certify a class despite a binding class-action waiver; and (c) obtain broad discovery, including class discovery, to which Plaintiff would not have been entitled in arbitration and which was precluded by class waiver. They are therefore sanctionable. *See Fink v. Gomez*, 239 F.3d 989, 993–94 (9th Cir. 2001) (even reckless but non-frivolous misstatements of law and fact are sanctionable “when coupled with an improper purpose, such as an attempt to influence or manipulate proceedings in one case in order to gain tactical advantage in another case”).

The Court finds that Ms. Golikov’s counsel’s misconduct unreasonably and vexatiously multiplied proceedings. Plaintiff and counsel’s concealment meant the Court and Walmart had to expend substantial resources resolving and litigating claims and a class certification motion that were never viable. By the time Walmart could move to compel arbitration after Plaintiff’s evidence revealed their concealment, it had already engaged in extensive and unnecessary motion practice and discovery, including moving to dismiss a complaint (when it would have moved to compel to arbitration had it known of the true facts); opposing class certification from a Plaintiff who waived her right to bring a class action; responding to Plaintiff’s discovery requests regarding her individual and class claims, including addressing her counsel’s claimed discovery disputes and preparing supplemental discovery responses; propounding multiple sets of discovery requests, conferring on her discovery deficiencies, and filing a lengthy Local Rule 37-2 Joint Stipulation to compel her discovery responses, ECF No. 71; noticing Plaintiff’s deposition three times; drafting and serving subpoenas on Plaintiff’s experts; interviewing approximately a dozen Walmart custodians to identify relevant discovery; collecting and processing records from its custodians and non-custodial sources; reviewing thousands of records for production; conferring on and drafting a motion to quash Plaintiff’s improper Rule 30(b)(6) deposition notice; and filing a petition for interlocutory review under Rule 23(f). Harper Decl. ¶¶ 8–9. And even after the

1 Court compelled arbitration and stayed proceedings, Ms. Golikov and her counsel  
2 continued to prolong proceedings by opposing decertification. *See* ECF No. 86.

3 Walmart contends that it incurred substantial attorney's fees in litigating these  
4 matters. The Court will consider the appropriateness of the amount of claimed fees  
5 after proper briefing and an opportunity for Plaintiff and her counsel to be heard.

6 Accordingly, Walmart's Motion is **GRANTED**. Plaintiff's counsel of record,  
7 Richard Lyon and Christin Cho, are jointly and severally liable under 28 U.S.C.  
8 § 1927. Plaintiff, Mr. Lyon, Ms. Cho, and the firm Dovel & Luner LLP are jointly  
9 and severally liable under the Court's inherent power. Within twenty-one (21) days  
10 of this Order, Walmart shall file evidence supporting its claimed fees. Plaintiff and  
11 her counsel may respond to such evidence within fourteen (14) days of filing.  
12 Walmart may reply within seven (7) days of Plaintiff's response, if any.

13 **IT IS SO ORDERED.**

14  
15 Dated: \_\_\_\_\_

16 \_\_\_\_\_  
17 THE HON. R. GARY KLAUSNER  
18 UNITED STATES DISTRICT JUDGE  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28